

Portcullis Insurance Brokers Ltd Terms of Business Agreement

About us

Portcullis Insurance Brokers Ltd (PIBL) of Broughton House Offices, 33 Earl Street, Maidstone, Kent ME14 1PF which is authorised and regulated by the Financial Conduct Authority (FCA). Our Reference Number is 526979. The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies. However, we do not offer advice on Pure Protection policies such as, but not limited to: Term Assurance, Private Medical Insurance, Payment Protection Insurance, Permanent Health Insurance, Key Person Insurance or Shareholder Protection Insurance.

You can check these details on the FCA's Register by visiting the FCA's website www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768. We are also authorised by the FCA for consumer credit broking. We act for a number of lenders.

The purpose of this Terms of Business Agreement ("TOBA") is to set out the terms on which PIBL undertakes to act for you, our client, as your insurance broker. This TOBA provides information on our services as well as including our regulatory and statutory obligations. It also identifies your own responsibilities, both to us and to insurers.

Our Service

We offer products from a wide range of insurance companies. We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes. If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer. Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, and this is called a fair & personal analysis of the market. Sometimes we may only approach a specified number of insurers and this is a Panel, or in some cases, we may only approach one insurer, in either case, we will tell you the basis as part of our selling process. We will also provide a list of the companies that form the Panel we have approached at quotation stage.

Our Product Selection (Panel)

We only offer products from a panel of insurers, that we have selected as appropriate for the cover you require. We will also provide a list of the companies that form the Panel we have approached at quotation stage.

Our Product Selection (Single Insurer)

We only offer this product from one insurer and so do not approach other providers.

Your duty of disclosure

You must disclose all material facts that are known to you, or which ought to be known by you, before your insurance contract is finalised, both for new contracts, and at renewal. Please refer to **Duty to make a fair presentation of the risk**.

If you are an intermediary you must do this for your client. All instructions must be confirmed to us in writing, for instance to bind or amend cover or to report a claim, in a timely manner or in line with any claims notification conditions in the insurance policy. You should also notify us

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immediately if there is any change in circumstances. Premiums should be paid promptly, paying due regard to premium payment conditions and warranties.

Duty to make a fair presentation of the risk

The following summarises the duty under the law in the United Kingdom. Although the duty is very similar where your insurance is in place under another system of law it may not be exactly the same. If in doubt, please ask for more information.

In order for us to arrange insurance on your behalf, you must make a fair presentation of the risk you want to insure against. This means you must disclose every material circumstance you know or ought to know or, failing that, give insurers sufficient information to put a prudent insurer on notice that it needs to make further enquiries. All information disclosed must be in a manner which would be reasonably clear and accessible to a prudent insurer and you must not make misrepresentations. You, as insured, are deemed to know every circumstance which, in the ordinary course of business, ought to be known by you. As a business insured, it is taken that you know what is known to senior management and individuals responsible for your insurances. You ought to know what would have been revealed by a reasonable search of information available to you.

A deliberate or reckless failure to make a fair presentation of the risk can lead to avoidance of your contract of insurance. Otherwise the onus is on the insurer to show what it would have done had it received a fair presentation of the risk when:

- the insurer may avoid the policy if it can show that, had it received a fair presentation of the risk, it would not have entered into the contract at all, but
- if the insurer can show it would have entered into the contract on different terms the insurer may treat the policy as having included them from the outset, and
- if the insurer can show it would have entered into the contract at a higher premium, the insurer may reduce the amount to be paid on a claim proportionately. For example, if the premium would have been £250,000 rather than £200,000 then the insurer need only pay 80% of any claim.

You are reminded that the responsibility to make a fair presentation of the risk, and for the accuracy of all the details given in any proposal or claim form or other document is yours and yours alone.

You must advise us immediately with full details of any material alteration or change in risk which occurs at any time during the policy period (some policies require this as a condition of continuing cover) as well as at renewal.

Authority to give instructions

We work with you on the basis that unless and until you instruct otherwise, all of your employees, directors and officers who give us instructions are authorised by you to do so on your behalf.

Force majeure

We shall not be liable to you if we are unable to provide services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practical.

How to cancel

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our tariff of administration charges.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in our tariff of administration charges.

Data protection

We undertake to comply with the **EU General Data Protection Regulation (GDPR)** in all our dealings with your personal data. Your personal information will be kept secure. We undertake to ensure your personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by PIBL to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of our day-to-day communications with you, we will generally use e-mail and unless you advise us to the contrary in writing then you accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about whom you should contact, please contact us on 0844 576 33 30.

Fees and charges

These charges will apply if you instruct us to place cover or carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. We do not make charges to clients in excess of the premium amount charged by insurers.

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We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

Tariff of administration charges	
New Business and Renewal fees	We will negotiate and agree with you
Mid-term adjustments/changing your policy details	£50
Cancelling your policy	£100
Cancelling your policy during the cooling off period	£100
Cancelling your policy after agreement to bind	£100
Issuing confirmed claims experience	£100
Administration following cancellation	£25

Our earnings

We usually receive a commission from the insurance provider with whom we place your business, and this is expressed as a percentage of the premium you pay and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at outset.

Protecting your money

A **non-statutory trust client bank account** that allows us to use the money held in trust on behalf of one customer to pay another customers premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is a standard practice within the Insurance Industry and we cannot use your money for any other purpose. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

A **non-statutory trust insurer bank account** in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

Complaints

We take any complaints very seriously and we will ensure that complaints are handled fairly, effectively and promptly and are resolved at the earliest opportunity. We have a formal complaints policy in line with regulatory and statutory requirements. All complaints should be in writing and addressed specifically to the Damon Ashton, Director, Portcullis Insurance Brokers Limited, Broughton House Offices, 33 Earl Street, Maidstone, Kent ME14 1PF or by e-mail to damon.ashton@portcullisinsurance.co.uk. If we are still unable to settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, or at www.financial-ombudsman.org.uk

Compensation

We are members of the **Financial Services Compensation Scheme** (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

Full details and further information on the scheme are available from the FSCS Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY or at www.fscs.org.uk.

Financial and economic crime

In order to satisfy our obligations with regard to financial crime legislation, we will carry out certain checks from time to time to ensure that there are no prohibitions against working with you.

PIBL has a zero tolerance policy of all financial and economic crime, and we reserve the right to end our relationship with anyone who is involved with, or is convicted of, any financial or economic crime in any part of the world. This includes giving notice of immediate termination (without having to wait for a notice period to come to an end) of any contract with that person in such circumstances.

PIBL have strict anti-bribery and corruption policies and procedures in compliance with applicable regulatory requirements, rules and laws, including the UK Bribery Act 2010. It is integral to our relationship with you that when you are doing business with us, you and all of your agents have similar policies and procedures in place to help ensure that acts of bribery or corruption do not take place. Any breach of anti-bribery laws by any party with whom we transact business, either directly or indirectly, will entitle us to serve immediate notice of termination of our agreement with that party.

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Additionally, UK anti-money laundering laws and regulations require us to verify the identity of those for whom we act by conducting sanctions checks. We will request the necessary information from you and seek further information if you request payment to be made to a third party. We are obliged to report to the UK National Crime Agency ("NCA") any evidence or suspicion of money laundering at the first opportunity and we are prohibited from advising you of any such report or even that we are thinking of whether or not to make such a report.

To comply with sanctions laws and regulations we will not at any time provide any service to you or anyone owned or controlled by you, with any benefit or economic resource, or provide you or anyone owned or controlled by you with any benefit or economic resource if to do so would expose us (or our parent company, or any other member of the group of companies of which we form part at any time) to any penalty or restriction, including extraterritorial penalties or restrictions arising out of any trade or economic sanctions law or regulation. Accordingly, we may under this provision suspend services to you for so long as we reasonably believe that this provision applies, or immediately end our agreement with you by written notice to you, in each case without any direct or indirect liability whatever to you or to any other person.

Governing law and jurisdiction

This TOBA and our business relationship with you are governed by, and are to be construed solely in accordance with, English law and this TOBA and everything arising out of our dealings with you are subject to the exclusive jurisdiction of the English courts.